

WARRANTY

Pro-Cut International LLC ("**Pro-Cut**") provides this warranty to customers who purchase a product from us ("**Customer**") that the product will be free from defects in workmanship and materials for the duration of the warranty period described below ("**Warranty Period**"). This warranty covers defects in manufacturing discovered while using the product as recommended by the manufacturer. By installing or using the product, Customer accepts all terms of this warranty.

The Warranty Period is:

Two (2) years for Model PFM 9.2

Two (2) years for Models X-9, X9D, and A10 Warthog

Two (2) years for B-17 Bench Lathe and

Three (3) years on the lathe bodies and transmission for all listed models.

The Warranty Period runs from the original date of purchase. If we determine that there is a defect subject to the to this warranty, at our option we will repair or replace the product at no charge for labor and supply new or rebuilt replacement parts in exchange for defective parts. Pro-Cut warrants any warranty repair or replacement against defects in materials or workmanship for the remaining portion of the original warranty period.

EXCLUSIONS

The warranty does not cover loss or theft, nor does coverage extend to damage caused by misuse, abuse, unauthorized modification, improper storage conditions, lightning or natural disasters, accident, neglect or lack **of maintenance and adjustments.** The warranty does not cover parts that are subject to normal wear and tear replacement requirements or reasonably expected to be used up, such as cutting tips and clip on silencers (ie. any consumable part). To the extent permitted by law, this warranty only extends to the original Customer and cannot be transferred or assigned.

LIMITS OF LIABILITY

If a product fails, your sole recourse is repair or replacement of the product. We will not be held liable to you or any other party for any damages that result from the failure of a product, including but not limited to, the following: lost profits, lost savings, lost data, damage to other equipment, and incidental or consequential damages arising from the use, or inability to use, the product. In no event will Pro-Cut be liable for more than the amount of your purchase price, excluding tax, shipping and handling charges.

The foregoing warranty is in lieu of and excludes all other warranties not expressly set forth herein, whether express or implied, by operation of law or otherwise, including but not limited to any implied warranties of non-infringement, merchantability or fitness for a particular purpose.

SPECIAL REQUIREMENTS

If parts require return to the manufacturer, return shipping costs will be paid for by Pro-Cut on items covered under a warranty authorization. The cost of shipping to the manufacturer or authorized repair center or payments of any customs clearance fees or duties are the responsibility of the Customer if a repair is deemed non warranty or when a part is returned for warranty evaluation.

HOW TO OBTAIN WARRANTY AUTHORIZATION AND INSTRUCTIONS UNDER THIS WARRANTY

Contact your local Pro-Cut Service Representative directly; or contact the Pro-Cut corporate office at (800) 543-6618 or via email: <u>service@procutusa.com</u> to receive warranty authorization and instructions.